

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

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MICROMETL CORP.,

Plaintiff,

vs.

TRANZACT TECHNOLOGIES, INC.,

Defendant.

No.: 08-CV-3257

The Honorable Judge Ruben Castillo

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**JOINT STATUS REPORT**

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NOW COME the Plaintiff, MICROMETL CORP., and the Defendant, TRANZACT TECHNOLOGIES, INC., by and through their respective counsel, and for their Joint Status Report in the above-captioned matter, state as follows:

**A. Nature of the Case**

Plaintiff originally filed its Complaint, sounding in breach of contract, in state court in Marion County, Indiana. Defendant removed the matter to the United States District Court for the Southern District of Indiana. Thereafter, Defendant filed a Motion to Dismiss and/or Transfer the matter based on a venue provision contained in the contract executed by the parties. That Motion was granted, and the matter was transferred to the United States District Court for the Northern District of Illinois.

The primary basis for jurisdiction is diversity, the two parties being citizens of different states and the amount in controversy exceeding \$75,000.00, exclusive of interest and costs.

In its Complaint, Plaintiff seeks “in excess of \$100,000” in alleged overbillings under a transportation services contract with Defendant. In its Counterclaim, Defendant seeks \$49,766.83, plus attorneys’ fees, for alleged breaches of said contract.

There are no parties that remain to be served at this time.

The only major legal issues in this matter will concern the applicability and interpretation of the parties’ contract. Otherwise, the case presents primarily factual issues – e.g., did Defendant breach the contract? Did Plaintiff breach the contract? What damages is the non-breaching party entitled to recover?

**B. Preparation of Draft Scheduling Order**

Proposed deadline to join new parties / amend pleadings: September 16, 2008.

Proposed discovery closure date: February 28, 2009.

Proposed deadline for filing of dispositive motions: March 31, 2009.

**C. Trial Status**

There has been no jury demand filed. The parties anticipate a two-day bench trial commencing on a date after March 31, 2009.

**D. Consent to Proceed Before a Magistrate Judge**

Both Plaintiff and Defendant will consent to proceed before a magistrate judge for all proceedings, including trial.

**E. Settlement Status**

No significant settlement discussions have occurred at this time. However, the parties are open to Court-supervised settlement conferences.

Respectfully submitted,

MICROMETL CORP.

TRANZACT TECHNOLOGIES, INC.

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One of Its Attorneys

By: /s/ Daniel C. Sullivan  
One of Its Attorneys

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 14<sup>th</sup> day of July, 2008, a copy of the foregoing was filed electronically. The following parties may access this filing through the Court's ECF system:

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